

IN THE CIRCUIT COURT OF THE FOURTEENTH JUDICIAL CIRCUIT
OF THE STATE OF FLORIDA, IN AND FOR BAY COUNTY
CIVIL DIVISION

REGIONS BANK, D/B/A REGIONS MORTGAGE,

Plaintiff,

-vs-

Case No.: 10002786CA

FITZ HENRY, A/K/A HENRY FITZ, A/K/A FITZ
EGBERT HENRY and THE UNKNOWN SPOUSE
OF FITZ HENRY, A/K/A HENRY FITZ, A/K/A FITZ
EGBERT HENRY; LAWRENCE McGEORGE and
ZELIA McGEORGE, A/K/A ZELLA McGEORGE;
BOARD OF COUNTY COMMISSIONERS OF BAY
COUNTY, FLORIDA; LAGUNA BEACH
PROPERTY OWNERS ASSOCIATION, INC., A
FLORIDA NON-PROFIT CORPORATION;
UNKNOWN TENANT #1 (LOT 100); and
UNKNOWN TENANT #2 (LOT 100),

Defendants.

FILED
2013 APR 23 P 2:39
BILL KINSAUL
CLERK OF COURT
BAY COUNTY, FLORIDA

FINAL JUDGMENT OF FORECLOSURE

THIS ACTION was heard before the Court. On the evidence presented,

IT IS ORDERED AND ADJUDGED that:

1. Plaintiff, REGIONS BANK, D/B/A REGIONS MORTGAGE, whose address is 215 Forrest Street, Hattiesburg, MS 39401, is due:

Principal	<u>\$717,661.29</u>
Interest to date of this judgment	<u>\$253,777.08</u>
Pre-acceleration Late Charges	<u>\$9,916.65</u>
Title search expenses	<u>\$150.00</u>
Taxes Paid	<u>\$17,746.32</u>
Hazard Insurance	<u>\$37,259.14</u>
Property valuations	<u>\$1,375.00</u>
Property inspections	<u>\$529.10</u>
Property Preservation	<u>\$1,386.66</u>

Attorneys' fees:

Finding as to a reasonable flat fee: \$1,300.00
Finding as to reasonable number of hours: 36.7
Finding as to reasonable hourly rate: \$195.00

The requested attorney's fee is a flat rate fee that the firm's client has agreed to pay in this matter. Given the amount of the fee requested and the labor

expended, the Court finds that a lodestar analysis is not necessary and that the flat fee is reasonable.

Attorneys' fees total	<u>\$8,456.50</u>
Other Costs:	
Filing fee	<u>\$2,017.50</u>
Service of Process	<u>\$601.16</u>
Recording Fees	<u>\$38.50</u>
Mediation	<u>\$400.00</u>
Diligent Search	<u>\$100.00</u>
Certified Copy	<u>\$4.00</u>
Transcript Fee (Cary A. Lubetsky, Esquire)	<u>\$589.55</u>
InterCall Fee (Cary A. Lubetsky, Esquire)	<u>\$24.20</u>
Subtotal	<u>\$1,052,032.65</u>
LESS: Escrow balance	<u>\$348.55</u>
TOTAL	<u>\$1,051,684.10</u>

that shall bear interest at the rate of 4.75% a year.

2. Plaintiff holds a lien for the total sum superior to all claims or estates of defendant(s), on the following described property in Bay County, Florida:

LOT 4, BLOCK 2-B, LAGUNA BEACH ESTATES SECOND ADDITION
 ACCORDING TO PLAT ON FILE IN PLAT BOOK 7, PAGE 33, IN THE OFFICE
 OF THE CLERK OF THE CIRCUIT COURT OF BAY COUNTY, FLORIDA.

and

LOT 100 OF HOMES OF LAKE MIRAMAR, ACCORDING TO THE PLAT
 THEREOF AS RECORDED IN PLAT BOOK 143, PAGE 32 OF THE PUBLIC
 RECORDS OF BROWARD COUNTY, FLORIDA.

Property address: 124 Oleander Avenue, Panama City Beach,
 Florida 32413.

3. If the total sum with interest at the rate described in paragraph 1 and all costs accrued subsequent to this judgment are not paid, the Clerk of the Court shall sell the property at public sale on July 22, 2013, to the highest bidder for cash, except as prescribed in paragraph 4, at www.bay.realforeclose.com, in accordance with Section 45.031, Florida Statutes, using the following method (CHECK ONE):

- At North front entrance of the Bay County Courthouse, in Bay County in Panama City, Florida beginning at 11:00 a.m. C.S.T. on the prescribed date.
- By electronic sale beginning at 11:00 a.m. C.S.T. on the prescribed date at www.bay.realforeclose.com.

4. Plaintiff shall advance all subsequent costs of this action and shall be reimbursed for them by the Clerk if plaintiff is not the purchaser of the property for sale, provided, however, that the purchaser of the property for sale shall be responsible for the documentary stamps payable on the Certificate of Title. If plaintiff is the purchaser, the Clerk shall credit plaintiff's bid with the total sum with interest and costs accruing subsequent to this judgment, or such part of it as is necessary to pay the bid in full.

5. On filing the Certificate of Title, the Clerk shall distribute the proceeds of the sale, so far as they are sufficient, by paying: first, all of the plaintiff's costs; second, documentary stamps affixed to the Certificate; third, plaintiff's attorneys' fees; fourth, the total sum due to the plaintiff, less the items paid, plus interest at the rate prescribed in paragraph 1 from this date to the date of the sale; and by retaining any remaining amount pending the further order of this court.

6. On filing of the Certificate of Sale, defendant(s) and all persons claiming under or against defendant(s) since the filing of the Notice of Lis Pendens shall be foreclosed of all estate or claim in the property, except as to claims or rights under Chapter 718 or Chapter 720, Florida Statutes, if any. Upon the filing of the Certificate of Title, the person named on the Certificate of Title shall be let into possession of the property.

7. The Warranty Deed dated July 25, 2005 from Lawrence McGeorge and Zelia McGeorge a/k/a Zella McGeorge is hereby reformed, nunc pro tunc to the original date of said deed, to wit: July 25, 2005 to reflect the correct legal description for the Bay County property as set forth in Paragraph 2 above.

8. The Court retains jurisdiction of this action to enter further orders that are proper, including, without limitation, writs of possession and deficiency judgments, as to any defendants who have not been discharged in bankruptcy.

IF THIS PROPERTY IS SOLD AT PUBLIC AUCTION, THERE MAY BE ADDITIONAL MONEY FROM THE SALE AFTER PAYMENT OF PERSONS WHO ARE ENTITLED TO BE PAID FROM THE SALE PROCEEDS PURSUANT TO THE FINAL JUDGMENT.

IF YOU ARE A SUBORDINATE LIENHOLDER CLAIMING A RIGHT TO FUNDS REMAINING AFTER THE SALE, YOU MUST FILE A CLAIM WITH THE CLERK NO LATER THAN SIXTY (60) DAYS AFTER THE SALE. IF YOU FAIL TO FILE A CLAIM, YOU WILL NOT BE ENTITLED TO ANY REMAINING FUNDS.

IF YOU DECIDE TO SELL YOUR HOME OR HIRE SOMEONE TO HELP YOU CLAIM THE ADDITIONAL MONEY, YOU SHOULD READ VERY CAREFULLY ALL PAPERS YOU ARE REQUIRED TO SIGN, ASK SOMEONE ELSE, PREFERABLY AN ATTORNEY WHO IS NOT RELATED TO THE PERSON OFFERING TO HELP YOU, TO MAKE SURE THAT YOU UNDERSTAND WHAT YOU ARE SIGNING AND THAT YOU ARE NOT TRANSFERRING YOUR PROPERTY OR THE EQUITY IN YOUR PROPERTY WITHOUT THE PROPER INFORMATION. IF YOU CANNOT AFFORD TO PAY AN ATTORNEY, YOU MAY CONTACT LEGAL SERVICES OF NORTH FLORIDA, INC., 211 EAST 11TH STREET PANAMA CITY, FL 32401 (TELEPHONE: (850) 769-3581), TO SEE IF YOU QUALIFY FINANCIALLY FOR THEIR SERVICES. IF THEY CANNOT ASSIST YOU, THEY MAY BE ABLE TO REFER YOU TO A LOCAL BAR REFERRAL AGENCY OR SUGGEST OTHER OPTIONS. IF YOU CHOOSE TO CONTACT LEGAL SERVICES OF NORTH FLORIDA, INC. (TELEPHONE: (850) 769-3581) FOR ASSISTANCE, YOU SHOULD DO SO AS SOON AS POSSIBLE AFTER RECEIPT OF THIS NOTICE.

ORDERED in Chambers in Panama City, Bay County, Florida, this 23rd day of April, 2013.


CIRCUIT JUDGE

Copies furnished via Electronic Mail or regular U.S. Mail to:

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Donald J. Banks, Assistant County Attorney
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840 West 11th Street
Panama City, Florida 32401

The Unknown Spouse of Fitz Henry
2301 West Lake Miramar Circle
Miramar, Florida 33025

Lawrence McGeorge
Zella McGeorge
1974 Highway 63
Cumberland Gap, Tennessee 37724

Laguna Beach Property Owners Association, Inc.
c/o William B. Stubbs, R.A.
224 East Lake Shore Drive
Panama City Beach, Florida 32413

Unknown Tenant #1 (Lot 100)
Unknown Tenant #2 (Lot 100)
2301 West Lake Miramar Circle
Miramar, Florida 33025